

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS**

THE PETROFF COMPANIES, INC.,)	
)	
Plaintiff,)	
)	Case No.
v.)	
)	
LOCAL UNION 520, INTERNATIONAL)	JURY TRIAL DEMANDED
UNION OF OPERATING ENGINEERS,)	
)	
SERVE: 520 Engineer Road)	
Granite City, IL 62040-2893)	
)	
Defendant.)	

COMPLAINT

COMES NOW Plaintiff, The Petroff Companies, Inc. ("Petroff"), by its undersigned counsel, and for its claims for relief against Defendant, states as follows:

1. Plaintiff Petroff is engaged in the business of hauling materials used in demolition and/or construction projects and is engaged in interstate commerce or in an industry affecting interstate commerce. Petroff's principal place of business is located in Madison County, Illinois within this judicial district.

2. Defendant Local Union 520, International Union of Operating Engineers ("Local 520") is a labor organization as defined in 29 U.S.C. § 152(5) and maintains its principal office in Madison County, Illinois within this judicial district.

3. This court has jurisdiction herein over Local 520 and venue pursuant to 29 U.S.C. §§ 185(c) and 187(b).

4. Petroff has on several occasions as low bidder been awarded demolition contracts by and with St. Clair County, Illinois.

5. St. Clair County issued a Demolition Bid in Project 21-02-ESL (the “Project”) on or about August 11, 2021 with bids due on August 25, 2021.

6. Petroff submitted the low bid on the Project and, in the ordinary course of business and based upon past practice, was to be awarded the contract for the Project.

7. On September 1, 2021 and thereafter, Local 520 threatened, coerced, or restrained St. Clair County with job interference if the contract were awarded to Petroff. Local 520’s action and conduct were taken with the object of forcing or requiring the county to cease doing business with Petroff.

8. Local 520’s activity and conduct constitute an unfair labor practice as defined in 29 U.S.C. § 158(b)(4).

9. As a direct and proximate result of Local 520’s conduct, St. Clair County rejected Petroff’s low bid and awarded the contract for the Project to S. Shafer Excavating, whose bid was for a higher price than Petroff’s.

10. As a direct and proximate result of Local 520’s conduct, Petroff has sustained damages in the approximate amount of \$95,000.

WHEREFORE, Plaintiff Petroff prays for judgment against Local 520 in an amount to be proven at trial and estimated to be \$95,000, for pre-judgment interest from the date of completion of the demolition work on the Project, for its costs of suit and for such other and further relief as the Court deems proper and just.

Respectfully submitted,

ROSENBLUM GOLDENHERSH, P.C.

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